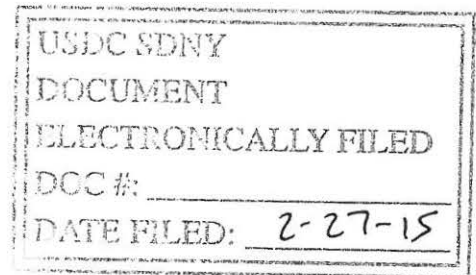


Paul Alan Levy  
Public Citizen Litigation Group  
1600 20th Street NW  
Washington, D.C. 20009  
(202) 588-7725 Telephone  
(202) 588-7795 Facsimile  
plevy@citizen.org

Bruce P. Keller  
Jeffrey P. Cunard  
DEBEVOISE & PLIMPTON LLP  
919 Third Avenue  
New York, New York 10022  
(212) 909-6000 Telephone  
(212) 909-6836 Facsimile  
bpkeller@debevoise.com  
jpcunard@debevoise.com



Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

----- X  
ROBERT ALLEN LEE, individually :  
and on behalf of all others similarly situated, :

Plaintiffs, :

v. :

Civil Action No. 1:11-cv-08665-PAC

STACY MAKHNEVICH *et al.*, :

Defendants. :

----- X

DEFAULT

~~[PROPOSED FORM OF]~~ JUDGMENT

*RM*

The Court declares as follows:

A. Notwithstanding the claim of defendants Stacy Makhnevich, Aster Dental, Chrysler Building Dental Association, North East PC, South East Dental Suite, Lincoln Square Dental Arts, Lincoln Square Dental Arts of Manhattan, and Chrysler Dental (collectively, "defendants") to

ownership of the copyright in writings by plaintiff Robert Allen Lee about them, Robert Allen Lee's posting of public comments about defendants' services ("Lee's Commentary") is a non-infringing fair use pursuant to Section 107 of the Copyright Act;

B. Obtaining the promise by plaintiff Robert Allen Lee in the Mutual Agreement to Maintain Privacy (the "Agreement") not to publish criticism of defendants, the Agreement's purported assignment of copyrights, and the assertion of copyright claims by defendants for the express purpose of preventing the dissemination of Lee's Commentary, constitute breaches of fiduciary duty and violations of dental ethics and are subject to the equitable defenses of unclean hands, and, as to such assignment and assertion, constitute copyright misuse;

C. Robert Allen Lee's assignment and promise in the Agreement not to publish criticisms of defendants are null and void for lack of consideration;


D. Robert Allen Lee's assignment and promise in the Agreement not to publish criticisms of defendants are null and void for unconscionability;

E. The Agreement is a deceptive act or practice in violation of Section 349(a) of the New York General Business Law; and

F. Lee's Commentary is not actionable defamation under New York common law.

Plaintiff Lee is awarded \$4,766 in damages against defendants, jointly and severally, for their breach of contract, together with his costs of suit.

New York, NY  
February 27, 2015

  
\_\_\_\_\_  
United States District Judge